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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2020

No. 13/1/9761-HII(2)-2020/15916.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28-7-2004, the undersigned hereby publish the following award bearing reference No. 29/2018, dated 11-11-2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HUSNARA D/O SHRI IKHLAK HUSSAIN, HOUSE NO. 1836-C, DHANAS COMPLEX,
UNION TERRITORY CHANDIGARH .. (Workman)

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN,
BARWALA ROAD, DERABASSI, DISTRICT MOHALI THROUGH ITS PROPRIETOR.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE-I, CHANDIGARH
THROUGH ITS MANAGER .. (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed by management No.1 as Assembler on 22nd March, 2017 and was deployed at the work place of management No.2. She worked continuously upto 30th September, 2017 when her services were illegally & wrongly terminated by refusing work. On 01-10-2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No.2 has directed him to reduce the labour force. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated Section 25-G & 25-H of the ID Act. No charge sheet was issued, no inquiry was held and junior to the workman were retained in service at the time of termination and new persons were appointed in place of the workman. The workman lodged a complaint with the Labour Inspector, Union Territory Chandigarh. Management No.1 refused to take her back on duty before the Labour Inspector, Union Territory Chandigarh. She also served upon management No.1 & 2 a demand notice dated 26-10-2017 for her reinstatement but both the managements neither replied the demand notice nor took her back on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention in the matter. Management No.2 did not appear on any date fixed for

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settlement whereas management No.1 only seek dates but did not settle the dispute. Action of the management was illegally, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service with full back wages and without any change in her service condition.

3. Management No.1 contested the case of the workman and filed written statement admitting appointment of the workman by answering management and deployment with management No.2. On merits, it is pleaded that when management No.2 directed the answering management to reduce the manpower due to lack of orders and the answering management intimated in this regard to the workman that since there is hardly any work with management No.2 so she can be adjusted with another group where the answering management had the contract with the industry namely M/s Dharampal Satyapal Group at Mandi (HP) but the workman along with other workers flatly refused to join at the transferred place. The workman instead of reporting for her duties at the transferred place filed the present statement of claim. She had cooked false and fabricated story in connivance with other workers not to report for her duties at the transferred place. The answering management had not discharged, dismissed, retrenched or terminated the services of the workman. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement raising preliminary objection that the relationship of employee and employer were not in existence between workman and the answering management. On merits, it is pleaded that the workman had joined the services with management No.1 as Helper and joined with answering management for a fixed period on contractual basis to meet out the exigencies of the work. The workman was not having technical knowledge and qualification so could not be appointed as Assembler. She had worked with the answering management till 17-09-2017. Management No.1 was paying wages to the workman and management No.1 had control over her services. The answering management had neither appointed the workman nor had control over the employment of the workman. The answering management had not asked management No.1 to terminate the services of the workman. The answering management was previously also accepting limited number of the employees from management No.1 depending upon exigencies of work. The answering management had not directed management to reduce the labour force. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed *qua* the answering management.

5. The workman filed the rejoinder reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

6. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. During the pendency of the present industrial dispute, the workman made the following statement :—

"The party has settled the dispute mutually by Mark A-1 and the management has paid sum of Rs. 35,000/- to applicant in the court vide Cheque No.971086 dated 11.11.2020 drawn on Punjab National Bank, Panchkula Haryana, which the applicant has received. The Reference may kindly be decided accordingly."

In view of the statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.). . . ,

The 11th November, 2020.

(ANSHUL BERRY),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No.PB0095

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 15th December, 2020

No. 13/1/9762-HII(2)-2020/15924.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28-7-2004, the undersigned hereby publish the following award bearing reference No. 16/2018, dated 11-11-2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MONIKA D/O SHRI RAMWAN, HOUSE NO. 153, BLOCK 'B', MOULI JAGRAN, UNION
TERRITORY, CHANDIGARH .. (Workman)

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN,
BARWALA ROAD, DERABASSI, DISTRICT MOHALI THROUGH ITS PROPRIETOR.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE-I, CHANDIGARH
THROUGH ITS MANAGER .. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed by management No.1 as Assembler on 17th March, 2017 and was deployed at the work place of management No.2. She worked continuously upto 30th September, 2017 when her services were illegally & wrongly terminated by refusing work. On 01.10.2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No.2 has directed him to reduce the labour force. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated Section 25-G & 25-H of the ID Act. No charge sheet was issued, no inquiry was held and junior to the workman were retained in service at the time of termination and new persons were appointed in place of the workman. The workman had lodged a complaint with the Labour Inspector, Union Territory Chandigarh. Management No.1 refused to take her back on duty before the Labour Inspector, Union Territory Chandigarh. She also served upon management No.1 & 2 a demand notice dated 26-10-2017 for her reinstatement but both the managements neither replied the demand notice nor took her back on duty. The Conciliation Officer, Union Territory Chandigarh was requested for his intervention in the matter. Management No.2 did not appear on any date fixed for settlement whereas management No.1 only seek dates but did not settle the dispute. Action of the management was illegally, wrong, motivated, against the principles of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service with full back wages and without any change in her service condition.

3. Management No.1 contested the case of the workman and filed written statement admitting appointment of the workman by answering management and deployment with management No.2. On merits, it is pleaded that when management No.2 directed the answering management to reduce the manpower due to lack of orders and the answering management intimated in this regard to the workman that since there is hardly any work with management No.2 so she can be adjusted with another group where the answering management had the contract with the industry namely M/s Dharampal Satyapal Group at Mandi (HP) but the workman along with other workers flatly refused to join at the transferred place. The workman instead of reporting for her duties at the transferred place filed the present statement of claim. She had cooked false and fabricated story in connivance with other workers not to report for her duties at the transferred place. The answering management had not discharged, dismissed, retrenched or terminated the services of the workman. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Management No.2 contested the case of the workman and filed written statement raising preliminary objection that the relationship of employee and employer were not in existence between workman and the answering management. On merits, it is pleaded that the workman had joined the services with management No.1 as Helper and joined with answering management for a fixed period on contractual basis to meet out the exigencies of the work. The workman was not having technical knowledge and qualification so could not be appointed as Assembler. She had worked with the answering management till 21-09-2017. Management No.1 was paying wages to the workman and management No.1 had control over her services. The answering management had neither appointed the workman nor had control over the employment of the workman. The answering management had not asked management No.1 to terminate the services of the workman. The answering management was previously also accepting limited number of the employees from management No.1 depending upon exigencies of work. The answering management had not directed management to reduce the labour force. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed *qua* the answering management.

5. The workman filed the rejoinders reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer between the workman & management No.2 ? OPM
3. Relief.

6. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. During the pendency of the present industrial dispute, the workman made the following statement :—

"The party has settled the dispute mutually by Mark A-1 and the management has paid sum of Rs. 35,000/- to applicant in the court vide Cheque No.971087 dated 11.11.2020 drawn on Punjab National Bank, Panchkula Haryana, which the applicant has received. The Reference may kindly be decided accordingly."

In view of the statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.). . .,

The 11th November, 2020.

(ANSHUL BERRY),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UDI No. PB0095

Secretary Labour,
Chandigarh Administration.

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